

Johnson, McKenzie & Robinson, LLC
Attorneys at Law
16 North Brooks Street
Manning, South Carolina 29102

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JA
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William H. Johnson*
Steven S. McKenzie
Scott L. Robinson

2006-50415

January 31, 2006

Telephone 803.435.0909
Facsimile 803.435.2858

The Public Service Commission of South Carolina
ATTN: Mr. Charles Terreni
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: Joint Application of Timothy P. Oliver and James C. Thigpen for Expedited Approval of a Transfer of Assets of Goat Island Water and Sewer Company, Inc.; the Transfer of Operating Authority of Goat Island Water and Sewer Company, inc.; and Transfer of all Sewer Service System without Limitations to all current customers of Goat Island Water and Sewer Company, Inc., of Clarendon County, South Carolina

Dear Mr. Terreni:

Enclosed please find the original and eleven (11) copies of the above referenced document. Please forward one clocked copy to me in the self-addressed, stamped envelope which is enclosed for your convenience.

Please do not hesitate to contact us should you have any questions or require additional information.

Sincerely,

Scott L. Robinson

Scott L. Robinson

Dictated by Scott L. Robinson but signed
in his absence in order to avoid delay.

SLR/dam
Enclosures

RECEIVED
2006 FEB -1 PM 12: 24
SC PUBLIC SERVICE
COMMISSION

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

2017-11-16-23
PUBLIC SERVICE
COMMISSION

RE: Joint Application of Timothy P. Oliver and James C. Thigpen for Expedited Approval of a Transfer of Assets of Goat Island Water and Sewer Company, Inc.; the Transfer of Operating Authority of Goat Island Water and Sewer Company, Inc.; and Transfer of all Sewer Service System without Limitations to all current customers of Goat Island Water and Sewer Company, Inc., of Clarendon County, South Carolina) **JOINT APPLICATION FOR
TRANSFER OF ASSETS
AND AUTHORITY**

Timothy P. Oliver and James C. Thigpen, joint applicants herein, pursuant to 26 S.C. Code Ann., Regs. R. 103-504 and other applicable rules and regulations of the Public Service Commission of South Carolina (hereinafter, "the Commission"), hereby request that the Commission expedite and approve the transfer of the water and wastewater treatment facility, including infrastructure and all assets without limitation, and all operating authority (hereinafter, "the water and wastewater treatment facility") serving Goat Island, in Clarendon County, South Carolina. In support of their joint application, the Applicants would show the following:

1. Applicants seek the transfer of all assets, ownership and authority of Goat Island Water and Sewer Company, Inc. (herein after "the Utility") is a public utility subject to the jurisdiction of this Commission, currently operating the water and wastewater treatment facility serving Goat Island. Its corporate charter is presently on file with the Commission.

2. Applicants are seeking to transfer the assets, ownership, liabilities and authority of the Utility which is a South Carolina corporation in good standing under the laws of South Carolina and is qualified to provide the services contemplated herein.

3. All communications concerning this Application may be directed to:

Utility Representative

Timothy P. Oliver
2039 Lake Marion Shores Rd.
Summerton, SC 29148

Other Representative

James C. Thigpen
c/o Island Enterprises
Post Office Box 1257
Summerton, SC 29148

Legal Representation

Scott L. Robinson
16 N. Brooks Street
Manning, South Carolina 29102

4. Applicant James C. Thigpen has agreed to transfer and Applicant Timothy P. Oliver has agreed to buy the utility known as Goat Island Water and Sewer Company, Inc. and all operating assets of the water and wastewater treatment facility as is more fully set forth in the Agreement which is attached hereto as "Attachment A" constituting that certain water and wastewater treatment facility asset purchase agreement bearing the date of August 31, 2004, including an assignment of the operating authority to service all of the customers of the Goat Island Water and Sewer Company, Inc., and an assignment of any and all easements of the Goat Island Water and Sewer Company, Inc.

5. The transfer contemplated, after regulatory approvals, will be a final transfer and sale of the water and wastewater treatment facility and Timothy P. Oliver assumes liability attendant to the operation of the water and wastewater treatment facility of the Utility. Therefore, the agreement of the parties does not create a joint venture by the parties, but calls for a final transfer and sale.

6. The transfer contemplated herein will be carried out in accordance with and subject to the regulations of the Commission and in coordination with the customers of the Utility.

7. This transfer, if approved by this Commission, is subject to the terms, conditions and rates previously approved by the Commission and currently governing the Utility and is subject to the terms and

conditions of the NPDES permit issued by South Carolina Department of Health and Environmental Control and all applicable consent orders between the Utility and South Carolina Department of Health and Environmental Control. The Utility currently has sufficient capacity to properly provide sewer service to its customers. The Utility currently services a total of 86 customers, 84 of which are residential customers and 2 of which are commercial customers.

8. Based upon the foregoing, it is in the best interests of the customers of the Utility and in the public interest that this Commission approve the proposed transfer of the Utility itself along with all assets, ownership, liabilities and authority from James C. Thigpen to Timothy P. Oliver.

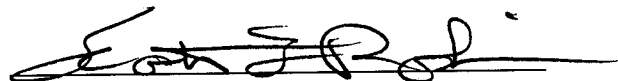
9. The Applicants are informed and believe that they are entitled to an order of this Commission waiving any requirement for a formal hearing on this Application, after notice, if no substantial opposition arises therefrom, and expediting the approval of the transfer requested herein.

WHEREFORE, having fully set forth the reasons in their Application, Timothy P. Oliver and James C. Thigpen respectfully request that this Commission issue its order:

- A. waiving any requirement for a formal hearing in connection with the application herein;
- B. granting its approval of the transfer requested herein; and
- C. granting such further and other relief as this Commission deems fit and proper.

Respectfully submitted,

JOHNSON, MCKENZIE & ROBINSON, LLC



Scott L. Robinson, Attorney for Applicants

16 N. Brooks Street

Manning, South Carolina 29102

(803) 4 35-0909

January 30, 2006.

CERTIFICATE OF SERVICE

The undersigned employee of Johnson, McKenzie & Robinson, LLC does hereby certify that she/he has served below listed parties with a copy of the Application of Timothy P. Oliver and James C. Thigpen for Approval of the Transfer of the Goat Island Water and Sewer Company, Inc. by mailing a copy of same to them in the United State mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

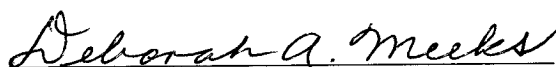
RE: Application of Timothy P. Oliver and James C. Thigpen for Approval of the Transfer of the Goat Island Water and Sewer Company, Inc.

PARTIES SERVED:

Florence P. Belser, Esquire
ORS
Post Office Box 11263
Columbia, South Carolina 29211

The Public Service Commission of South Carolina
ATTN: Mr. Charles Terreni
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

James C. Thigpen
c/o Island Enterprises
Post Office Box 1257
Summerton, SC 29148


Deborah A. Meeks

January 31, 2006.

January 23, 2006

Office of Regulatory Staff
Attention: Dawn M. Hipp, Project Specialist
P. O. Box 11263
Columbia, S. C. 29211

Re: Acquisition of Goat Island Water and Sewer Co., Inc.
Request for Transfer of Ownership

Dear Ms. Hipp,

Please be advised that effective October 1, 2004, I acquired all common stock in the above mentioned corporation. Mr. Jim Thigpen was no longer interested in operating this water & sewer system and contacted me, as I have been in the business of owning/operating water systems much of my life. Prior to his death in 2000, my father, H. F. Oliver, owned and operated E & R Partnership for over 28 years; he did so with my clerical and "hands on" assistance. With this having been reported, I am requesting a transfer of ownership for Goat Island Water & Sewer Co., Inc.

I continue to run E & R Partnership Water Company (Lake Marion Shores and Gin Pond Shores) and Wyboo Water Department, Inc. without any problems or concerns. I remain in good standing with DHEC. To my knowledge, there have been no complaints made to the Office of Regulatory Staff concerning the above mentioned systems. With this having been reported, I am also requesting a merger of all water systems. If approved, the company name following the merger would be Goat Island Water & Sewer Company, Inc.

Please advise if further information is needed regarding the above. I look forward to working with you in the future.

Sincerely,

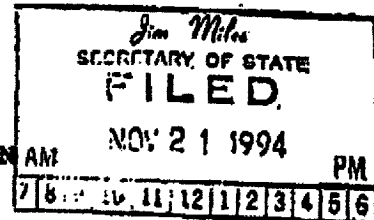
A handwritten signature in black ink, appearing to read 'Timothy P. Oliver', with a stylized flourish at the end.

Timothy P. Oliver

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

Date JUN 6 1995

FILED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH ARTICLES OF INCORPORATION
ORIGINAL ON FILE IN THIS OFFICE

FOR A
STATUTORY CLOSE CORPORATION

SECRETARY OF STATE OF SOUTH CAROLINA

1. The name of the proposed corporation is GOAT ISLAND WATER & SEWER COMPANY, INC.
2. This corporation is a statutory close corporation, pursuant to Chapter 18, Title 33 of the 1976 South Carolina Code, as amended.
3. The initial registered office of the corporation is

Route 2, Box 2090
Street & Number

SUMMERTON CLARENDON 29148
City County Zip Code

and the initial registered agent at such address is
Roger Edwards

4. The corporation is authorized to issue shares of stock as follows. Complete a or b, whichever is applicable:
 - a. ☒ The corporation is authorized to issue a single class of shares, and the total number of shares authorized is: 2000.
 - b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares

Authorized No. of Each Class

Not applicable

If shares are divided into two or more classes, or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows: Not applicable

5. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See, Section 33-1-230(b)): Filing Date
6. Unless otherwise specified below, the transfer of stock of the corporation shall be subject to the restrictions set out in §§33-18-110 through 33-18-130 of the 1976 South Carolina Code as amended. Specify any variations in the statutory format in §§33-18-110 through 33-18-130: Paragraph (2) of §33-18-110(b) (or any succeeding statute of like tenor and effect) shall not apply; therefore, in addition to other restrictions, before any shares may be directly or indirectly transferred to or for the benefit of the shareholder's family they shall be first offered to the corporation pursuant to the provisions of S.C. Code Ann. §33-18-120 (Supp 1994).

The provisions of S.C. Code Ann. §33-18-110 and 33-18-120, governing the restrictions on the transfer of shares of the corporation shall not apply to the extent they are inconsistent with the terms of the following described Shareholder Management Agreement. An interest in shares of this corporation may not be voluntarily or involuntarily transferred, directly or indirectly, by operation of law, gift, sale, pledge, levy, devise, succession, or any other attempted method of transfer, except to the extent and according to the terms as is permitted pursuant to the terms and conditions set forth in the Shareholder Management Agreement which will be adopted on or after September 1, 1994 and as such document may be amended or modified from time to time. A copy of such document shall be on file at the principal office of the corporation and will be furnished to any shareholder at no charge upon written request therefor.

7. Unless otherwise specified below, the corporation shall have a board of directors (See §33-18-210 of the 1976 Code).

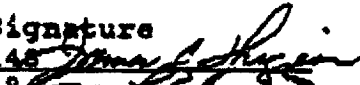

8. ☒ This corporation elects not to have a board of directors.
Check, if applicable:

☐ This corporation elects to have the provisions of §§33-18-140 through 33-18-170 of the 1976 Code, which gives the estate of a deceased shareholder the right to compel the corporation to purchase the deceased shareholder's shares, apply. Specify any variation in the statutory format in §§33-18-140 through 33-18-170:

9. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (see §33-2-102 and the applicable comments thereto; and §33-18-330, 35-2-105, and 35-2-221 of the 1976 South Carolina Code):

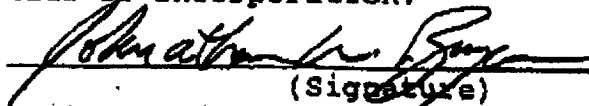
Pursuant to the authority contained in S.C. Code An. § 33-18-220, (or any succeeding statute of like tenor and effect) this corporation elects not to have bylaws, and the provisions required by law to be contained in the bylaws shall be contained in either these articles of incorporation or in a Shareholder Management Agreement authorized by S.C. Code Ann. § 33-18-200.

10. The name and address and signature of each incorporator is as follows (only one is required):

Name	Address	Signature
James C. Thigpen	Route 2, Box 1535, Summerton, SC 29148	
Roger Edwards	Route 2, Box 290, Summerton, SC 29148	

11. I, Johnathan W. Bryan, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date: November 16, 1994


(Signature)
Johnathan W. Bryan
(Type or Print Attorney's Name)
Address P.O. Box 2038
Sumter, SC 29151

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

AGREEMENT

This Agreement made and entered into this 31st day of August, 2004, by and between James C. Thigpen, hereinafter referred to as the "Seller" and Timothy Oliver, hereinafter referred to as the "Buyer".

WHEREAS, the Seller is the owner of 1,000 shares of common stock representing all of the issued and outstanding stock of Goat Island Water & Sewer, Company, Inc.; and,

WHEREAS, the Seller has reached an agreement with the Buyer to convey all of his stock in the Corporation to the Buyer and the Buyer has agreed to purchase said stock.

NOW THEREFORE, for and in consideration of the premises and the sums of money herein below recited, it is agreed as follows:

1. Stock - Subject to the terms and stipulations herein contained, the Seller will sell and the Buyer will purchase 1,000 shares of common stock owned by the Seller in Goat Island Water & Sewer, Company, Inc.
2. Purchase Price - The purchase price for the above described shares shall be Two Hundred Fifteen Thousand Three Hundred Sixteen Dollars (\$215,316.00), payable by the issuance of a Purchase Money Promissory Note from the Buyer to the Seller, secured by a Security Agreement and stock pledge of the stock transferred, which Note shall be in the amount of Two Hundred Fifteen Thousand Three Hundred Sixteen Dollars (\$215,316.00) and shall bear interest at the rate of seven percent (7%) per annum, payable in one hundred twenty (120) monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) each, the first installment due and payable on the 15th day of November, 2004, and on the same day of each and every month thereafter until paid in full.

3. **Closing Date** - The closing date anticipated by this transaction shall be 1 September, 2004 at which time all documents of transfer and possession of the assets of the Corporation shall be delivered by the Seller to the Buyer.
4. **Warranties of the Seller** -
- a. The Seller hereby warrants that he is the owner of 1,000 shares of the common issued and outstanding stock of Goat Island Water & Sewer, Company, Inc. and that he holds the same free and clear of liens and encumbrances;
 - b. That upon payment of the purchase price as hereinabove set out in full, the Seller shall execute a satisfaction of the Security Agreement and stock pledge, Promissory Note and shall deliver the certificates pledged as security for this transaction to the Buyer free and clear of all liens and encumbrances;
 - c. That all licenses to operate the water and sewer system as required by the South Carolina Department of Health and Environmental Control and the South Carolina Public Service Commission are current and up to date;
 - d. That all taxes due to the County of Clarendon and the State of South Carolina or the Internal Revenue Service have been paid and are current and up to date and that all required tax returns have been filed;
 - e. That there are no judgments, liens, actions or proceedings pending against the Corporation as of the date hereof;
 - f. The Seller agrees to provide copies of all contracts and obligations governing the operation of the water and sewer company from prior to the closing date. The Seller will cooperate with the Buyer in notifying all customers of the system of the Buyers purchase of the stock in the Corporation and will cooperate with the Buyer in an orderly transfer of ownership.

5. **Warranties of the Buyer** - The Buyer hereby warrants to the Seller as follows:
- a. That as sole stockholder and officer of the Corporation he shall conduct the business of the Corporation in the same manner as exists upon the date of execution hereof, including all required licenses from the South Carolina Department of Health and Environmental Control, the Public Service Commission, the County of Clarendon or any other governmental instrumentality;
 - b. That he will not permit the Corporation to assume any obligation or encumber any assets that would result in a reduction in value of the stock in said Corporation until the purchase price of the stock has been paid in full;
 - c. That he will indemnify and save the Seller harmless from any claim or loss arising from claims or causes of action against the Corporation and its stockholder;
 - d. That he will comply with all tax laws pertaining to the payment of income tax, withholding tax and any other tax that may be required of the Corporation during the term of the Promissory Note.
6. **Default** - Time is of the essence in the performance of this Agreement. Should the Buyer fail to observe and perform any of the terms and conditions of this Agreement or the Purchase Money Promissory Note issued in conjunction with this Agreement, the Seller may, at his option, declare the entire amount due and payable and collect as a penalty the sum of five percent (5%) of any payment not made within ten (10) days of the due date. The Buyer shall pay all costs of collection, including court costs and attorneys fees in the event of his default in payment.
7. **Assignments** - The Buyer shall not assign any of the stock pledged as collateral of this loan or issue any additional stock in the Corporation without the consent of the Seller.

8. Miscellaneous -

- a. This Agreement and all of the terms and conditions hereof shall be binding upon and enure to the benefit the successors and assigns of the parties hereto;
- b. All warranties and representations shall survive the closing;

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

Deborah P. Ward
Margaret Lee

Goat Island Water & Sewer,
Company, Inc.

James C. Thigpen
James C. Thigpen, President/Seller

Timothy Oliver
Timothy Oliver, Buyer

BOARD:
Elizabeth M. Hagood
Chairman
Edwin H. Conner, III
Vice Chairman
L. Michael Blackmon
Secretary



C. Ead Hunter, Commissioner
Promoting and protecting the health of the public and the environment.
January 20, 2006

BOARD:
Cad L. Braxell
Steven G. Kiser
Paul C. Aughry, III
Coleman F. Buckhouse, MD

MS. BILLIE ANN OLIVER
GOAT ISLAND WATER AND SEWER COMPANY
2039 LAKE MARION SHORES RD
SUMMERTON, SC 29148

RE: Change of ownership issue with the PSC
Goat Island Water and Sewer Company (Clarendon County)

Dear Ms. Oliver:

The Goat Island Water and Sewer Company has the proper drinking water and wastewater permits to operate. The wastewater permit is ND0067318 and the drinking water permit is 1470852. However, neither permit has been transferred to Tim Oliver, per se.

Enclosed is a drinking water permit transfer application. The letter regarding the wastewater system permit transfer is enclosed as well.

I can be reached at 803-898-4157 or at debessjp@dhec.sc.gov.

Sincerely,

Jeffrey P. deBessonnet, P.E., Director
Water Facilities Permitting Division

cc: Jack Pettit, Sumter EQC Office
Mike Montebello
Shawn Clarke

Purpose: This form is to be used by proposed owners of Public Drinking Water Systems ... South Carolina requesting to transfer ownership of the Operating Permit associated with the System in accordance with SPDWR [R.61-58.1.O(7)].

Three copies of the completed application must be submitted to the following address **at least thirty (30) days prior** to the proposed transfer:

SCDHEC
Water Facilities Permitting
2600 Bull St
Columbia, SC 29201

ITEM BY ITEM INSTRUCTIONS FOR COMPLETING THIS FORM:

SECTION 1. SYSTEM INFORMATION

On the first line of Section 1 enter the current name of the water System and the current number of taps served. On the second line enter the SCDHEC System Number and System Type. System types are defined in [R.61-58.B] as Community, Non-transient non-community, Transient non-community, or State.

SECTION 2. PROPOSED OWNER & OPERATOR CONTACT INFORMATION

In the left column of Section 2 enter the legal name and address (firm, corporation partnership, etc.) or person if an individual proposing to become the responsible party for the water System. Enter the phone number and fax number with area code of the proposed Owner. Enter the proposed Owner's e-mail address.

In the right column of Section 2 enter the name and address (firm, corporation partnership, etc.) or person if an individual proposing to become the responsible Operator-in-Charge for the water System (treatment and/or distribution). The Operator must be properly licensed by the SC Dept. of Labor, Licensing, and Regulation, Environmental Certification Board. Enter the phone number and fax number with area code of the proposed Operator. Enter the Operator's e-mail address.

SECTION 3. DEMONSTRATION OF VIABILITY

The proposed Owner must demonstrate that the System will be technically, managerially, and financially viable; and there will be a commitment to continuously comply with the State Primary Drinking Water Regulations. Due to the different types and sizes of water systems, levels of acceptable viability demonstration will vary. In order to avoid any delays in the approval of the transfer, the proposed owner should contact the Water Facilities Permitting Division for guidance concerning this demonstration. For additional information on how to demonstrate the viability of a water system, visit our website for a copy of a guidance document at www.scdhec.net/water/html/dwpermit.html#capdev. Check the box if viability information is attached with the application.

SECTION 4. SIGNATURES. ALL SIGNATURES MUST BE ORIGINAL.

The proposed Owner or designee who has the legal authority to act on behalf of the Water System shall sign and print his/her name, provide the date of application, and his/her official title.

The current owner shall sign and print his/her name agreeing to the transfer of the System and its Operating Permit. The Department must be notified in writing as soon as possible after the actual transfer. The System and its Operating Permit may not be transferred without Department approval. Approval of transfer may also be required by the Public Service Commission of SC (PSC), Secretary of State, and/or other entities.

Office Mechanics and Filing: This form should be reviewed by the Water Facilities Permitting Division Capacity Development staff, Public Service Commission of SC, where appropriate; and Office of General Counsel. Following appropriate action it will be filed in the System's Drinking Water File by System Number. Upon approval of transfer, the new owner will receive a copy of the System Operating Permit reflecting the appropriate changes.

National Waterworks

TERMS AND CONDITIONS

QUOTATIONS: Quotations are a proposal to furnish the materials listed therein. It is not intended as a lump-sum quotation, but is a proposal to sell our products (w/s Goods) at the unit price as shown. Prices are good for ten (10) days from date of quotation unless otherwise specifically noted.

PRICE, PAYMENT AND LATE CHARGES: Prices are F.O.B. point of shipment. (In Iowa, all shipments are FOB destination). All freight charges are subject to payment by Buyer. If such costs are prepaid by Seller, Buyer shall reimburse Seller for such costs. In addition, all cost and expenses incurred in connection with excess packaging shall be paid by Buyer. Prices are subject to change without notice. Full payment of purchase price and other charges is due within thirty (30) days after invoice date. If full payment is not received by the applicable due date, Buyer agrees to pay Seller attorney's fees and other cost of collection incurred by Seller, and a monthly late charge equal to one and one-half percent (1.5%) of all outstanding amounts. Buyer understands that Seller may refuse to sell any goods to Buyer until overdue accounts are paid in full. Buyer shall be responsible for the payment of all taxes, duties, customs and other fees of any nature imposed relating to this transaction. In the event Seller is required to prepay any such amount, Buyer will reimburse Seller immediately.

CREDIT APPROVAL: All orders are subject to approval of Buyer's credit. If Buyer's credit is not approved by Seller prior to shipment of the Goods, Seller may require, in its sole discretion, different terms of payment from those specified in this document, including, without limitation, requiring Buyer to pay Seller cash upon delivery, or to return the Goods to Seller at Buyer's expense. If within the period stated in such demand Buyer fails or refuses to agree to such different terms of payment or refuses to give adequate assurance of due performance, Seller may, at its option, treat such failure or refusal as a repudiation of the portions of this agreement which has not been fully performed.

DELIVERY: Seller shall ship the Goods to the location designated by Buyer via commercial carrier or private delivery at the earliest available shipment date. Shipping dates are estimates only. Changes in the shipping schedule by Buyer may at Seller's discretion result in an increase in the purchase price of the Goods.

RECYCABILITY: Buyer acknowledges that Seller may not have on hand in Seller's open stock all of the items purchased by Buyer and that Seller will be relying on Buyer's agreement to purchase such items on a basis for Seller to enter into binding agreement with others for the delivery of such items. Because of Seller's reliance, Buyer agrees, that Buyer's obligation to purchase the Goods shall be unconditional and irrevocable. Buyer's cancellation or refusal to accept the Goods shall be subject to such cancellation charges as Seller shall determine is appropriate, together with such other remedies as may be provided herein and under applicable law. Seller will determine acceptability of Returned Goods. Credit will be issued on Receivable Goods only. All returns are subject to Restocking and Handling charges.

NON-CONFORMING GOODS: Buyer shall notify Seller in writing within ten (10) days after delivery of any non-conforming Goods or any deficiencies or shortages; otherwise all such claims shall be deemed waived by Buyer. The use or rental by Buyer of any Goods claimed to be non-conforming or deficient shall constitute acceptance of such items by Buyer. Buyer shall have no right to withhold payment of the purchase price or to adjust the amount of the purchase price because of any such claim. The sole remedy of the Buyer shall be the replacement or repair by Seller, at Seller's option, of non-conforming or deficient items in accordance with the Disclaimer and Limited Warranty below.

DISCLAIMER AND LIMITED WARRANTY: All Goods sold by Seller are warranted to be free from defects in material and workmanship, to the extent, in the manner and during the period provided in the applicable express Warranty extended to Seller by the Manufacturer of such Goods, and to the extent Seller is able to enforce such Manufacturer's Warranty. Seller shall provide to Buyer a copy of the applicable Express Warranty extended by the Manufacturer of any items purchased hereunder upon written request. The foregoing Warranty is in lieu of and excludes all other Warranties not expressly set forth herein, whether express or implied by operation of Law or otherwise, including but not limited to any implied Warranties of merchantability or fitness for a particular purpose. Buyer agrees that Seller is not liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto. Buyer agrees that Seller's liability hereunder in any case is expressly limited to providing replacement goods (in the form originally shipped) for any Goods not complying with this agreement or, at Seller's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such Goods, whether such claims are for breach of Warranty or negligence. Any claim by Buyer with reference to the Goods sold hereunder for any cause shall be deemed waived by the Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach.

SUBSIDIARY AND AFFILIATES: This order may be performed and all rights hereunder against Buyer may be enforced, in whole or in part, by Seller or by its parent corporation or any one or more subsidiary or affiliates of Seller.

FORCE MAJEURE: Seller shall not be liable to Buyer for any breach hereunder, including for failure to deliver or delays in delivery, construction, erection, or start-up, occasioned by causes beyond the control of Seller or Seller's suppliers or subcontractors, including, but not limited to, unavailability or excessive cost of material, strikes, labor slowdowns and stoppages, labor shortages, lockouts, fires, floods, earthquakes, storms, drought, adverse weather, riots, thefts, accidents, embargoes, war (whether or not declared) or other outbreak of hostilities, civil strife, acts of governments, acts of God, acts of the public enemy, unusually severe weather, machinery breakdowns, delay or unavailability of carriers or suppliers, shortages of labor, and government acts or regulations, orders or injunctions, or other reasons, whether similar or dissimilar to the foregoing (together a "Force Majeure Event"). In addition, in the event of a Force Majeure Event, (i) the time for Seller's performance shall be reasonably extended, (ii) Seller and Buyer shall take reasonable steps to adjust all affected dates in the agreement and (iii) an adjustment in the purchase price shall be made for the resulting additional costs to Seller.

GENERAL PROVISIONS: Buyer shall not have the right to assign this Agreement without the written consent of Seller which Seller may withhold in its sole and absolute discretion. This Agreement shall be governed by the contract in accordance with the applicable laws of the State of Illinois. Nothing contained herein shall be construed so as to require the consummation of any acts contrary to law. Seller is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973. These Terms and Conditions, along with the terms and conditions of any of Seller's invoice(s) and/or delivery ticket(s), which are all incorporated herein by reference (collectively "TERMS") represent the entire agreement between the parties. No TERM shall be amended, deleted or added without the express written consent of Seller. This offer expressly limits acceptance to the terms of this offer, and any acceptance or subsequent purchase orders from buyer which contain terms which materially alter this offer are of no force or effect and are hereby rejected. All representations, promises, warranties or statements by an agent or employee of Seller that differ in any way from the terms and conditions hereof shall be given no effect or force. TERMS may be modified by Seller from time-to-time. Buyer and Contractor(s) agree to be bound by the most recent TERMS in effect at the time of any purchase, including such TERMS as reflected in any invoice or delivery ticket associated with such purchase of Goods.

PURSUANT TO SOUTH CAROLINA PUBLIC SERVICE COMMISSION REGULATION

103-712.2.5 - Each utility shall file and maintain with the Commission the name, title, address, and telephone number of the persons who should be contacted in connection with General Management Duties, Customer Relations (Complaints), Engineering Operations, Meter Test and Repairs, and Emergencies during non-office hours.

Goat Island Water & Sewer Co., Inc.
Company Name (Including dba Name(s) or Acronyms used or to be used in South Carolina)

2039 Lake Marion Shores Rd.
Business Address

Summerton, S.C. 29148
City, State, Zip Code

↓
"S"
Corporation

A. Tim P. Oliver
Regulatory Contact or Officer of the Company (Please Print or Type)
(C) 435-1535 / 478-5039 / prairigate@ftc-i.net
Telephone Number / Facsimile Number / E-mail Address

B. Billie Ann Oliver
Customer Relations (Complaints) Representative (Please Print or Type)
478-4955 / 478-5039 / BAOLive@ftc-i.net
Telephone Number / Facsimile Number / E-mail Address

C. Tim Oliver
Engineering Operations Representative (Please Print or Type)
same / AS / Above
Telephone Number / Facsimile Number / E-mail Address

D. Tim Oliver
Test and Repair Representative (Please Print or Type)
same / /
Telephone Number / Facsimile Number / E-mail Address

E. Tim Oliver or Fred Davis → 803-478-6177
Contact for Emergencies During Non-Office Hours (Please Print or Type)
(Tim) 435-1535 / same / same
Telephone Number / Facsimile Number / E-mail Address

F. Billie Ann Oliver
Financial Representative (Please Print or Type)
same as above / /
Telephone Number / Facsimile Number / E-mail Address

G. Billie Ann Oliver - 803-478-4955
Customer Contact Telephone Number for Company (Toll Free)
Billie Ann Oliver Billie Ann Oliver
This form was completed by Signature

~~Goat Island Water & Sewer~~
Statement of Assets, Liabilities, and Equity - Income Tax Basis
DECEMBER 31, 2004

ASSETS

Current Assets

Cash	\$ 3,743
Accounts Receivable	420
Due from Stockholder	24,253

Total Current Assets	\$	28,416
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Fixed Assets

Fencing	4,851
Water Plant Facility	213,935
Equipment	2,880
Vehicles	9,000
Office Equipment	1,921
Accumulated Depreciation	(148,703)

Net Fixed Assets	83,883
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Total Assets	\$	112,299
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LIABILITIES AND EQUITY

Liabilities

Current Liabilities

FICA Payable	\$ 46
Federal Taxes Withheld	12
State Taxes Withheld	18

Total Current Liabilities	\$	76
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Long Term Liabilities

N P - Island Enterprise	215,316
Notes Payable - Orgb Natl	9,500

Total L. Term Liabilities	224,816
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Total Liabilities	224,892
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Stockholders' Equity

Capital Stock	10,000
Retained Earnings	(121,753)
Current Net Income/<Loss>	(840)

Total Stockholders Equity	(112,593)
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Total Liab. and Equity	\$	112,299
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Goat Island Water & Sewer
Statement of Revenues and Expenses - Income Tax Basis
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2004

--- Year to Date ---

Sales	\$ 63,526	100.0
* Gross Profit	63,526	100.0
Expenses		
Salaries	600	0.9
Administrative Expense	2,250	3.5
Bank Charges	62	0.1
Contributions	250	0.4
Depreciation	17,734	27.9
Utilities	4,878	7.7
Insurance	3,305	5.2
Interest	1,519	2.4
Lab Fees	1,269	2.0
Legal Fees	500	0.8
Miscellaneous	252	0.4
Office Supplies	616	1.0
Outside Labor	3,820	6.0
Operating Supplies	5,465	8.6
Postage	386	0.6
Rent	3,661	5.8
Repairs & Maintenance	14,205	22.4
Taxes & Licenses	962	1.5
Permit Expense	2,239	3.5
Telephone	393	0.6
* Total Expenses	64,365	101.3
* Operating Income/<Loss>	(840)	(1.3)
* Pretax Net Income/<Loss>	(840)	(1.3)
* Net Income/<Loss>	\$ (840)	(1.3)

Goat Island Water & Sewer Co., Inc.
2039 Lake Marion Shores Road, Summerton, SC 29148 803-478-4955



Water/Sewer Bill for Month of January, 2006.

Monthly Fee	\$60.00
DHEC Fee(s)	\$1.75
Total Due	\$61.75

PAYMENT DUE BY JANUARY 25TH
*CURRENT RATE APPROVED PER S.C. PUBLIC SERVICE COMMISSION
& AVAILABLE FOR REVIEW UPON REQUEST